

What are the legalities?

FIRST - INTRODUCTION AND COMPANY DETAILS.

Grupo Easycharger, S.A. (hereinafter, Zunder), is a company with registered office in Palencia, calle Obispo Nicolás Castellanos 1, Entreplanta C and with tax identification number (N.I.F.) A-34277434, which promotes the Promotional Campaign "Zunder Subscription" (the "Subscription"). The company is registered in the Commercial Register of Palencia, Volume 484, Folio 164, Page P-7870.

SECOND - PURPOSE.

2.1. These Terms and Conditions govern the relationship between Zunder and any customer who actually subscribes to the Subscription Service (the Subscriber). For these purposes, such Subscription has a monthly cost of €9.99 and entitles the Subscriber to the recharge prices described in section 2.2 below. This monthly cost shall be paid by the customer by direct debit.

2.2. Through the Subscription, subscribers will get the following top-up prices:

- Charging up to 50kW: €0.39/kWh
- Charging over 50kW: €0.45/kWh

2.3. In the event that the Subscription is not paid for one month, it is understood that the Subscriber has revoked the Subscription and from that moment onwards the Subscriber will no longer enjoy the recharge prices described in clause 2.2 above.

THIRD.- DURATION.

3.1. The Subscription shall remain in force indefinitely, unless Zunder terminates the Subscription.

3.2. Zunder may terminate the Subscription at any time by giving at least fifteen (15) days prior notice to Subscribers via the Zunder app.

3.3. Zunder may block a subscriber from the Subscription at any time and immediately, in case of fraud, abusive or unreasonable use or any other use that does not respect these Terms and Conditions. The Subscriber will not be able from that moment, to benefit from the Subscription. In such cases, Zunder shall immediately cancel the Subscription.

3.4. The Subscriber may request cancellation of the Subscription at any time. To do so, they must apply through the Zunder app at least three (3) days before the end of the period during which cancellation of the subscription is requested. At the end of the period during which the Subscriber requests cancellation of the Subscription, the Subscriber will no longer be able to benefit from the Subscription.

FOURTH.- PARTICIPATION IN THE CAMPAIGN.

4.1. REQUIREMENTS FOR PARTICIPATION IN THE CAMPAIGN.

Any natural person, over 18 years of age, who is not limited in their capacity to act, may participate in the Subscription.

By simply participating in the Subscription, the Subscriber accepts these Terms and Conditions in their entirety, and any demonstration that they do not accept them will imply that the Subscriber is excluded.

4.2. IDENTIFICATION OF THE PARTICIPANT.

The Subscriber must use the Zunder app when recharging to benefit from the recharging prices derived from the Subscription.

4.3 INCOMPATIBILITIES.

The Subscription recharging prices are not compatible with any other promotional benefits, gifts or prizes offered by Zunder, unless otherwise stated.

FIFTH - RESPONSIBILITY.

5.1. LIABILITY FOR DAMAGES.

Zunder shall not be liable for any damages of any kind arising from the Subscriber's participation in the Subscription, unless such damages are caused by Zunder's willful misconduct. In such a case, the liability shall be limited to the economic value of the discount that the participant would have obtained for their participation in the Subscription.

5.2. FISCAL RESPONSIBILITY.

The tax consequences of participation in the Subscription, if any, shall be borne by whoever is liable, in accordance with applicable law. In addition, the amount of the discount will be subject to the applicable tax legislation.

SIXTH.- MODIFICATION OF THESE LEGAL BASES.

Zunder reserves the right to amend any of these Terms and Conditions. In the event of a change to the Legal Terms, Zunder will notify subscribers in good time via the Zunder app.

SEVENTH: INTEGRITY OF THE LEGAL BASES.

The present Legal Conditions constitute the sole and express will of Zunder and the Subscriber, in relation to its purpose, and invalidate and supersede any other agreement or contract, whether verbal or in writing, reached by the parties previously.

EIGHTH: DATA PROTECTION.

In accordance with current legislation on personal data protection, the personal data provided by the individuals who participate in the Subscription will be included in a file owned by Grupo Easycharger, S.A. with registered address at calle Obispo Nicolás Castellanos 1, entreplanta C, 34001 Palencia, for the purposes of being used to carry out any necessary steps in the development and management of the Subscription.

The persons who participate in the Subscription have the right to access this file and to rectify, cancel and/or oppose the processing of their data, for which they must expressly communicate this by sending a written communication to the aforementioned postal address or, by e-mail, to the following address privacidad@zunder.com or in the Zunder app. Participation in the Subscription is voluntary and requires the processing of personal data provided by applicants. Processing shall be carried out in accordance with the following information:

Data controller:	Grupo Easycharger, S.A. Domicilio: calle Obispo Nicolás Castellanos, Palencia
Data processed	All personal data provided by subscribers as a result of their participation in the Subscription.
Purposes of processing	Carrying out the necessary steps in the development and management of the Subscription, including contacting them. To send subscribers by any means, including electronic means, commercial communications relating to products and services directly related to electric mobility.
Legitimacy of the processing	Carrying out the Subscription to obtain the recharging prices. Consent of the data subject.
Recipients of the information	Companies collaborating with Grupo Easycharger, S.A., and companies belonging to the Easycharger group that need access to that information for the provision of the services requested or contracted.
Duration of processing	For the duration of the Subscription and, once it has ended, for the period of limitation of any civil, commercial, criminal and/or administrative liabilities that may arise. Likewise, until the data subject revokes their consent for commercial communications or exercises opposition to the same.
Your rights	You may revoke your consent and exercise your rights of access, rectification, erasure, objection, restriction of processing and portability by writing to privacidad@zunder.com or via the Zunder app.
For any further information you can consult Zunder's privacy policy at the following link https://panel.zunder.com/politica-de-privacidad-app.html	

NINTH: APPLICABLE LAW AND JURISDICTION.

These Terms and Conditions and their possible interpretation shall be subject to Spanish law and to the Courts and Tribunals of Madrid.